



*Lionstone Investment Services*

**CLIENT AGREEMENT /**

**客户协议**

<p>The company, <b>LIONSTONE INVESTMENT SERVICES LTD</b>, hereinafter referred to as the “Company”, on the one part, and the undersigned, hereinafter referred to as the “Client”, on the other part, hereinafter collectively referred to as the “Parties” and each individually as a “Party”, have entered into this agreement, hereinafter referred to as the “Agreement”.</p>	<p><b>LIONSTONE 投资服务有限公司</b>，以下简称“公司”，作为一方，和另一方，以下简称“客户”，以下统称为“双方”和每个单方作为“方”，已签订这一协议，以下简称“协议”。</p>
<p style="text-align: center;"><b>RECITALS</b></p> <p><b>WHEREAS</b>, the Company is a dealer specialising in transactions involving the derivative instruments of a financial market (including those involving currency contracts and contracts for difference), and</p> <p><b>WHEREAS</b>, the Client is interested in effecting transactions involving the derivative instruments of a financial market and intends to engage in cooperation with the Company in order to effect such transactions,</p> <p><b>NOW, THEREFORE</b>, the Parties hereto agree as follows.</p>	<p style="text-align: center;"><b>条款说明</b></p> <p><b>鉴于</b>，本公司是一家在涉及金融市场的衍生工具专门从事（包括涉及货币合同和点差合约）交易的造市商，和</p> <p><b>鉴于</b>，客户对于涉及金融市场的衍生工具交易感兴趣并意图依靠本公司合作来进行交易，</p> <p><b>因此</b>，现在双方协定同意如下。</p>
<p style="text-align: center;"><b>Article I – Subject of Agreement</b></p> <p>1.1 The Client shall transfer to the Company the authority to effect transactions with the derivative instruments of a financial market (including those involving currency contracts and contracts for difference), i.e. the right to sell and to buy such instruments to the account of the Client at its instruction.</p>	<p style="text-align: center;"><b>第一条 - 协议主体</b></p> <p>1.1 客户应移交权力给本公司进行金融市场的衍生工具交易（包括涉及货币合同和点差合约），即有权根据客户的指令在客户帐户上出售和购买此类金融工具。</p>
<p style="text-align: center;"><b>Article II – Interaction between the Parties</b></p> <p>2.1 The Client shall agree that the Company shall at its own discretion select counteragents for effecting transactions and may itself act as a counteragent in such transactions.</p>	<p style="text-align: center;"><b>第二条 - 缔约双方之间的相互作用</b></p> <p>2.1 客户应同意由本公司自行选择反相交易方实施交易，并可以选择其本身作为此类交易的反相交易方。</p>

<p>2.2 With respect to any transactions effected at the Client's instruction, the Company shall be responsible only for the execution thereof and shall not provide any investment advice and recommendations, or fiduciary management.</p> <p>2.3 The Client shall assume full liability and responsibility for any and all consequences that may result from the instructions issued by the Client.</p> <p>2.4 Each Party shall independently cover its expenses associated with the implementation of its activities under this Agreement and shall not cover the expenses incurred by the other Party.</p> <p>2.5 The Parties shall separately and independently of each other discharge their tax and other obligations with respect to any third persons.</p> <p>2.6 The Parties shall agree that any disputes or differences arising out of or relating to this Agreement shall be settled by the courts of England under the applicable legislation of England and Wales.</p>	<p>2.2, 本公司只负责执行交易, 不得提供任何投资的意见和建议, 或受托管理。</p> <p>2.3 客户应承担由客户发出的指示可能导致的全部责任和一切后果和责任。</p> <p>2.4 每一缔约方应独立承担根据本协定的执行有关的开支, 不得支付有另一方开销造成的费用。</p> <p>2.5 各缔约方应分别且相互独立履行其税收, 以及对第三人的任何其他义务。</p> <p>2.6 各缔约方应同意, 任何由本协议引起的争议或分歧应根据英格兰和威尔士适用的法律由英国法院裁决。</p>
<p style="text-align: center;"><b>Article III – Rights and Obligations of the Client</b></p> <p>3.1 The Client shall have the right to issue instructions for effecting transactions with the derivative instruments of a financial market (including those involving currency contracts and contracts for difference) of the Company.</p> <p>3.2 The Client shall fulfil in good faith its obligations under this Agreement.</p> <p>3.3 The Client shall provide to the Company correct and true information on himself. Should any alterations be made to the information being provided, the Client shall immediately inform the Company of such alterations using telephone,</p>	<p style="text-align: center;"><b>第三条 - 客户的权利和义务</b></p> <p>3.1 客户有权下达与金融市场的衍生工具的交易指令 (包括涉及货币合同和点差合约)。</p> <p>3.2 客户应诚意履行本协议项下的义务。</p> <p>3.3 客户应提供该本公司自己的正确和真实信息。如有任何改动, 客户应立即将此类变更使</p>

<p>postal, electronic, or facsimile means of communication.</p> <p>3.4 The Client shall fulfil the requirements of the Company as to the size of the deposit to be held on the account that is determined by the Company taking into account the specific aspects of transactions with the derivative instruments of a financial market.</p> <p>3.5 The Client shall rely solely on its own opinion in taking decisions with respect to each deal and be fully responsible for the decisions taken.</p> <p>3.6 The Client shall pay all transaction costs to be transferred from its account with the Company according to the rates set by the Company. The Company shall have the right to alter the rates without prior notice to the Client. The services provided by the Company shall be paid by debiting the funds held on the Client's account.</p>	<p>用电话，邮寄，电子邮件，通讯或传真方式通知本公司。</p> <p>3.4 客户应履行本公司考虑到金融市场的衍生工具交易的具体方面关于入金的要求。</p> <p>3.5 客户应仅仅依靠自己的意见，采取各方面的处理决定，并为作出的决定全面负责。</p> <p>3.6 客户须根据本公司规定的比率支付所有的交易费用。本公司有权更改，恕不另行通知客户的费率。本公司提供的服务费用应在客户的帐户内支付。</p>
<p><b>Article IV – Rights and Obligations of the Company</b></p> <p>4.1 The Company shall fulfil in good faith its obligations under this Agreement.</p> <p>4.2 The Company shall not disclose the personal details of the Client and the information concerning the completed transactions and the balance of its account to any third persons (except where the Client has been introduced for cooperation with the Company by the introducing broker).</p> <p>4.3 The Company shall have the right to check the Client's credit history in order to assess its financial status through any banks or other credit institutions.</p> <p>4.4 The Company shall have the right to cancel</p>	<p><b>第四条 - 公司的权利和义务</b></p> <p>4.1 本公司诚意履行本协议项下的义务。</p> <p>4.2 公司不得泄露客户的个人资料和有关完成交易的信息，或向任何第三人泄露其账户余额（除非该客户已与该公司合作）。</p> <p>4.3 本公司有权检查客户的信用历史，通过任何银行或其他信贷机构以评估财务状况。</p>

<p>any instruction executed by the Client in case of an obvious error, committed by the dealer, and/or the execution thereof on the basis of a non-market quotation.</p> <p>4.5 The Company shall have the right to close any Client's open position without prior notice to or consent by the Client if the amount of the deposit held on the account shall become lower than the amount determined by the Company.</p>	<p>4.4 本公司有权取消客户端执行任何指示有明显错误的情况下，由经销商承担，和/或执行上的基础上的非市场报价条。</p> <p>4.5 如果在帐户中的存款金额不得低于成为本公司确定的数额，本公司有权关闭客户的任何客户的敞口头寸，恕不另行通知或同意，。</p>
<p style="text-align: center;"><b>Article V – Liabilities of the Parties</b></p> <p>5.1 Each Party shall be held liable for the non-fulfilment or improper fulfilment of its obligations under this Agreement. If the fulfilment of obligations shall not be requested by any of the Parties to this Agreement, the other Party shall not be relieved of or repudiate its obligations.</p> <p>5.2 The Company shall not be held liable with respect to any transactions effected on the Client's account or with respect to any investment decisions made by the Client.</p> <p>5.3 The Company shall not be held liable for any actions committed by the Client in contravention of the provisions of this Agreement or the provisions of the legislation of the country of residence of the Client.</p> <p>5.4 The Company shall not be held liable for any direct or indirect losses incurred by the Client (including the lost profit) that may be caused due to any action (inaction) of any third persons, including, without limitation, any Internet communication providers; errors or faults in software or hardware systems, and any attempts to inflict damage on the Company's software and/or website, or any other events beyond the control of the Company.</p>	<p style="text-align: center;"><b>第五条 - 缔约方负债</b></p> <p>5.1 每一缔约方应追究责任的非-履行或不正确履行其义务，根据本协议。如果履行义务，不得以任何一方的要求，以本协议，另一方不得免除或否定的义务。</p> <p>5.2 本公司不承担就在客户的帐户进行的任何交易或投资的任何由客户作出的决定承担责任</p> <p>5.3 本公司不承担因在本协议或对客户的居住国法律的规定，违反规定的客户犯下的任何行为 负 责 。</p> <p>5.4 本公司不承担由客户承担任何直接或间接损失承担责任（包括损失的利润），可能因造成的任何行动（不作为）任何第三人，包括但不限于，任何网络通信服务供应商；错误或软件或硬件系统出现故障，任何企图造成该公司的软件和/或网站，或超出本公司控制的任何</p>

	其他事件的损害。
<p style="text-align: center;"><b>Article VI Notification of Risks</b></p> <p>6.1 The Client confirms its full awareness of the existence of high risks involved in transactions with the derivative instruments of a financial market (including those involving currency contracts and contracts for difference) and, taking into account its financial status, considers this type of activity to be acceptable for implementation.</p> <p>6.2 The client shall be prepared to sustain a loss considerably exceeding the amount of the initial deposit and other additional funds deposited by the Client to the account, and warrant to the Company that it possesses the financial resources sufficient to cover such loss.</p> <p>6.3 The Client understands that no guarantees may exist of effecting loss-free transactions involving the derivative instruments of a financial market (including those involving currency contracts and contracts for difference), and confirms that it has not received such guarantees from the Company and/or from the Company's introducing brokers.</p>	<p style="text-align: center;"><b>第六条 - 对风险的通知</b></p> <p>6.1 客户确认其对交易涉及的金融衍生工具市场的高风险的存在充分的认识 ( 包括涉及货币合同和对差异的合同 ) ，并考虑到其财务状况认为这种活动的类型是可以接受的执行情况。</p> <p>6.2 客户应准备承担损失大大超过初始保证金的金额和客户的帐户存入其他额外的资金，并保证向本公司，它拥有足以弥补这种损失的财政资源。</p> <p>6.3 客户明白，任何可能存在的保证，加以损失涉及金融衍生工具市场的自由交易 ( 包括涉及货币合同和对差异的合同 ) ，并确认它没有收到这类担保公司和/或从公司的介绍经纪。</p>
<p style="text-align: center;"><b>Article VII – Period of Validity of the Agreement and Termination Procedure</b></p> <p>7.1 This Agreement shall take effect upon its signing and remain valid till the time of its termination initiated either by both Parties or one of the Parties.</p> <p>7.2 Each of the Parties shall have the right to initiate the termination of this Agreement by notifying the other Party in advance of such termination. The Agreement shall be deemed terminated upon the receipt by the Company from the Client a written notice of closure of the bank account provided the Client has discharged in full its obligations with respect to the Company. If the Client has not discharged in full or discharged only partially its obligations hereunder, this</p>	<p style="text-align: center;"><b>第七条-时期议事该协定的有效性和终止</b></p> <p>7.1 本协议应在签署后生效，并一直维持至其终止时的有效发起缔约双方或任何一方。</p> <p>7.2 每一方应有权发起这一通知的提前终止协议的另一方终止。该协定应被视为终止后，收到了来自客户的银行帐户封锁规定的书面通知客户公司在充分履行其义务方面的公司。若客户没有履行全部或部分履行其义务只是本协议</p>

<p>Agreement shall be deemed terminated only after the Client shall have discharged such obligations.</p> <p>7.3 The Company shall be entitled to terminate this Agreement immediately and unilaterally without making the payment of the compensation to the Client in case of the infringement by the Client of i. 3.3 of this Agreement.</p>	<p>本协议应视为终止后，客户才须履行这些义务。</p> <p>7.3 本公司有权立即终止本协议的情况下单方面作出的赔偿，在对由岛客户端侵权案件 3.3 本协议。</p>
<p style="text-align: center;"><b>Article VIII – Force Majeure</b></p> <p>8.1 Neither of the Parties shall be held liable for the non-fulfilment, untimely or improper fulfilment of any obligation under this Agreement if such non-fulfilment, untimely or improper fulfilment of such obligation have been caused by the occurrence and/or action of force majeure (a suspension of work, a closure or liquidation of any financial market, the introduction of any restrictions or special and/or non-standard trade terms on any market; flood, fire, earthquake and other natural disasters; wars or any military actions, blockades; resolutions by state authorities, and any other emergency and unpreventable events, i.e. force majeure circumstances beyond the control of any of the Parties).</p> <p>8.2 The Party affected by force majeure shall without delay, but not later than 7 (seven) business days following the commencement of force majeure, notify in writing the other Party of the nature of force majeure and the effects thereof, and undertake every possible effort to limit the negative effects caused by the above force majeure events.</p>	<p style="text-align: center;"><b>第八条 - 不可抗力</b></p> <p>8.1 任何一方都应当追究责任的不履行，不及时或不当履行本协议项下的任何义务，如果这种不履行，不及时或不当履行这些义务已造成发生和/或使用武力行动不可抗力（工作，封闭或任何金融市场清算暂停，任何限制或特殊和/或非任何市场标准贸易条款后，洪水，火灾，地震和其他自然灾害，战争或任何军事行动，封锁；国家机关的决议，以及任何其他紧急情况 and 无法预防的事件，即力量超出了任何一方的控制不可抗力的情况下）。</p> <p>8.2 一方受不可抗力而延迟，但不得迟于 7（七）个工作日内后不可抗力开始，以书面通知的不可抗力的影响及其性质的党，并承担一切可能的努力限制上述不可抗力事件造成的负面影响。</p>
<p style="text-align: center;"><b>Article IX – Miscellaneous</b></p> <p>9.1 The signing of this Agreement demonstrates full mutual understanding between the Parties and</p>	<p style="text-align: center;"><b>第九条-杂项</b></p> <p>9.1 本协议的签署充分体现了相互了解双方之</p>

<p>confirms that the Parties are aware of the contents thereof, understand and accept it in its entirety, and agree that there are no circumstances that would preclude the signature of this Agreement.</p> <p>9.2 The headings of the chapters of this Agreement are used solely for convenience and shall not be taken into consideration in construing and/or translating this Agreement.</p> <p>9.3 This Agreement is executed in two languages, English and Russian. In case of any ambiguity, the contents of the English version shall prevail.</p>	<p>间并确认缔约方，了解和接受它的全部内容，并认可不存在疑义妨碍本协议签字。</p> <p>9.2 本协议的章节标题仅为方便使用，不得考虑在解释和/或翻译本协议。</p> <p>9.3 本协议的执行语言是英语和俄语。如有任何不明确的情况下，以英文版本的内容为准。</p>
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